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#### Contract Database Metadata Elements

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Skaneateles Central School District  
And Csea Local 834 (Non-  
Instructional Unit)

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FILE COPY

# Agreement

between

CHIEF SCHOOL ADMINISTRATOR

of the

SKANEATELES CENTRAL SCHOOL DISTRICT

and

C.S.E.A. INC.,  
LOCAL 1000, AFSCME/AFL-CIO

SKANEATELES SCHOOL DISTRICT UNIT  
Onondaga Local 834,  
Number 7815-00



1997 - 2000

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

MAR 02 1998

CONCILIATION

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

MAR 02 1998

EXECUTIVE DIRECTOR

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## **ARTICLE I**

### **Recognition**

#### **Section 1**

The Board of Education of the Skaneateles Central School District hereby recognizes the CSEA, INC, Local 1000, AFSCME, AFL/CIO, Skaneateles School District Unit, Number 7815-00, Onondaga Local 834, as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for all regularly employed non-instructional personnel except Clerk of the Board of Education; School District Treasurer; Internal Auditor; School Physician; School Attorney, Secretary (Stenographer II) to the Superintendent; Account Clerk-Typist II (Confidential) and Account Clerk- Typist I (Confidential) to the Administrative Assistant for Business; Cafeteria Supervisor; Supervisor of Buildings and Grounds and Supervisor of Transportation, and teacher assistants. Also excluded from this recognition are all casual, temporary, and substitute personnel and administrative and instructional personnel employed by the District.

Either party may act to modify the recognition in any manner permitted by law.

#### **Section 2**

In extending recognition to the CSEA, Inc., Local 1000 AFSCME/ AFL-CIO Skaneateles School Unit, Onondaga Local 834, that Unit affirms that it does not assert the right to strike against any government, to assist or participate in such strikes, or to pose an obligation to conduct, assist, or participate in such a strike.

## **ARTICLE II**

### **Management Rights**

#### **Section 1**

The School District retains the sole right to manage its business and services and to direct working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided by law, and further subject to the provisions of this agreement. The School District reserves the right to reduce the work force at any time as conditions demand.

#### **Section 2**

Before the Skaneateles Central School District assigns work, which has been performed by bargaining unit members, to persons other than the District's own employees, the District will meet with the Union to discuss the decision prior to any formal decision by the Board of Education. The District will negotiate the subsequent impact of the decision.

### **Section 3**

It is the intention of the parties that except for the provisions of this agreement all of the rights, powers, and authority that the District had prior to the signing of this Agreement are retained by the District and that with the exception of specific provisions of this Agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the School District to the Civil Service Employees Association.

### **Section 4**

In the exercise of such rights above, the Management of the District shall comply with the provisions of this Agreement. It is further agreed that the final decision of the District made by the Superintendent with respect to any of the items specified in this article shall not be further reviewable by the grievance procedure.

## **ARTICLE III**

### **Association Security**

#### **Section 1**

The District hereby agrees to deduct on a uniform basis from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Association, and any CSEA sponsored insurance premiums for those employees who have authorized such deductions by the District. The District further agrees to transmit said deductions to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, New York 12224 once each month. Dues shall be deducted in twenty (20) pay periods.

#### **Section 2**

The District will provide the Association's Unit President annually with a list of names and addresses of all employees within the bargaining unit as of October 1, of each calendar year with designation as to who has authorized the District to deduct uniform dues in the Association.

#### **Section 3**

The Association Field Representative shall have the right to visit employees on the job as long as he secures prior approval from the Building Principal and/or Supervisor. The employee visited recognizes his responsibility to complete his daily work assignment.

If in the opinion of the Superintendent or his representatives, the Association Field Representative abuses his visiting privileges, this permission can be withdrawn.

#### **Section 4**

The Association shall have the privilege to use the school facilities for their meetings in the manner prescribed by the Board of Education as long as they receive approval in advance.

#### **Section 5**

The Association shall have the privilege of reasonable use of the school bulletin board in each building for posting of information as long as said information is not controversial.

## **ARTICLE IV**

### **Probationary Period**

All new employees covered by this Agreement shall be on a probationary period in accordance with the Civil Service Rules and Regulations.

- A. The probationary period for new employees will be eight to twenty six weeks.
- B. The probationary period for employees who are promoted, under Civil Service criteria, will be twelve weeks.

## **ARTICLE V**

### **Discharge or Suspension Hearing**

#### **Section 1**

Any dispute with respect to the discharge or suspension of a non-competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law, may be processed in accordance with the procedures contained herein.

#### **Section 2**

Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee, who is eligible as provided in section one, the employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of the receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.

#### **Section 3**

The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.

#### **Section 4**

The provisions of this article shall not be subject in any way to the Grievance Procedure.

## **ARTICLE VI**

### **Grievance Procedure**

#### **Section 1**

##### **Definitions**

1. Grievance - shall mean a complaint by an employee or group of employees in the negotiating unit that there has been a violation of the provisions of this agreement or dispute with respect to its meaning or application.

#### **Section 2**

##### **Basic Principles**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of the grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a person or persons of his own choice. The aggrieved employee shall be present at all stages of the grievance procedure.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided however, the time limits set forth herein may be extended by mutual agreement between the Board of Education, or its representatives, and the aggrieved employee and/or the President of the Unit or his designee.
7. Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the building principal or supervisor.
8. It shall be the responsibility of the chief administrator of the district to take steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures. Failure of an administrator to respond within the appropriate time limits shall move the grievance to the next stage.
9. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
10. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules and regulations having the force and effect of law which relate to or affect an employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

### **Section 3**

#### **Procedures**

##### **Stage 1 - Immediate Supervisor**

The aggrieved employee shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The immediate

supervisor shall render his determination to the aggrieved employee within two (2) business days after the grievance has been presented to him. A grievance must be submitted at this stage within ten (10) business days of the date of the occurrence of the event over which the grievance is made. If the grievance is not resolved informally within two (2) business days, the grievance shall be reduced to writing.

The supervisor shall then respond to the grievance in writing within five (5) business days. The grievance shall be deemed waived unless it has been submitted within the time limit. The aggrieved employee may proceed to the second stage.

#### Stage 2 - Chief School Administrator or His Designee

- (a) Within five (5) business days after a determination has been made at the preceding stage, the aggrieved employee may make a request in writing to the chief administrator for review and determination.
- (b) The chief administrator shall immediately notify the aggrieved employee's immediate supervisor and any other person previously rendering a determination in the case to inform him within five (5) business days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.
- (c) Within ten (10) business days of receiving the information the Superintendent or his designee shall hold a hearing.
- (d) The decision of the chief school administrator shall be made within ten (10) business days after the close of a hearing.

#### Stage 3 - Advisory Arbitration

If the grievance is not adjusted satisfactorily at Stage 2, the aggrieved employee may submit the grievance to advisory arbitration by submitting a written notice to the chief school administrator within ten (10) business days of the Stage 2 determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission to advisory arbitration, a request for a list of arbitrators may be made to the Public Employment Relations Board, (PERB). The parties will then be bound by the rules and procedures of the PERB in the selection of an arbitrator. If no request for a list of arbitrators is made within fifteen (15) days of the written notice of submission to arbitration, the grievance shall be deemed withdrawn.

1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
2. The Arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of his Agreement.
3. The Arbitrator's Award shall not be contrary to or extend any provision of law, Regulation of the Commissioner of Education, or Rule of the Board of Regents, or any other rule or regulation having the force and effect of law.



4. No Arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The Arbitrator's remedy shall extend only to the employee(s) who is a party to the grievance.
5. The Arbitrator shall have no power to imply any obligations unless such are specifically and expressly set forth in the Agreement.
6. The decision of the Arbitrator shall be advisory.
7. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's costs nor of the expenses of witnesses or participants called by the other.

#### Stage 4 - Board of Education

The aggrieved employee may, within ten (10) business days of the recommendation submitted by the arbitrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent of Schools. The Board of Education shall hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within fifteen (15) business days after receiving the request and written statements and records for review or within fifteen (15) business days of the hearing. The decision of the Board of Education shall be final and binding.

## **ARTICLE VII**

### **Leaves With Pay**

#### Section 1 - Sick Leave

Sick leave will be granted to all employees for personal illness and physical disability. Each employee will earn one (1) working day per month for each calendar month worked to a maximum accumulation of two hundred (200) days.

The provisions of this paragraph regarding cumulative sick leave shall be retroactive to July 1, 1962, except that as of July 1, 1962, employees will be credited with prior sick leave accumulation up to a total of sixty (60) months. No further credit shall accrue for service prior to July 1, 1962.

Earned cumulative leave which reaches 200 days and is thereafter reduced through used leave shall accumulate at the rate of one (1) day per calendar month of continuous service completed thereafter until the maximum of 200 days is again attained. Additional leave of this type shall accrue only for services completed after the cumulative total has been reduced below 200 days. Personnel on authorized leave of absence will, upon their return to their regular duties, retain their credit for any leave accumulated prior to the beginning date of said leave. No leave shall be credited at any time or in any manner for the period of said leave of absence.

For absences resulting from personal illness extending beyond the accrued sick leave, employees will be allowed special, additional sick leave under the following conditions:

1. It shall be non-cumulative.
2. It shall carry salary credit which will be the difference between the employee's regular, current salary and the salary paid to a replacement during the period of credited absence.
3. It shall be granted on the basis of one day of special additional sick leave for each day of accrued, regular sick leave on record as of July 1 in any given year, subject to the further conditions:
  - a. It shall not exceed fifteen (15) days for any employee in any year.
  - b. It shall not, in combination with regularly accrued sick leave, result in more than a total of ninety (90) days of paid sick leave for any employee in any year.
4. It shall be granted only for absences validated by a doctor's certificate that the employee was ill and unable to perform his usual, required duties.

#### Section 2 - Family Sick Leave

Employees within the negotiating unit may use up to five (5) days each year for illness in the immediate family that requires the absence from work of the employees. The days will be deducted from the employee's personal illness allotment. Immediate family will be defined as spouse, child or other relative living within the home.

#### Section 3 - Death in the Immediate Family

Five (5) working days for each death in the immediate family (father, mother, sister, brother, wife, child, husband or parents of spouse).

#### Section 4 - Death of a Close Relative or In-Law

Two (2) working days for each death of a close relative or in-law (Grandparent, Aunt, Uncle, In-Law).

#### Section 5 - Jury Duty

Leave of Absence shall be granted for required Jury Duty. The Board of Education shall pay to the employee an amount equal to the difference between the employee's daily salary and the daily jury fee paid by the Court (not including travel expenses) for each day of which the employee reports for and performs jury duty and on which he would otherwise have been scheduled to report to work.

#### Section 6 - Personal Leave

Requests for Personal Leave shall be made on special personal absence forms and shall be subject to prior approval by the Immediate Supervisor. If possible, the request shall be made at least one (1) week in advance of the proposed absence. Exceptions to the prior approval requirement shall be made where circumstances have made it impossible for the employee to become aware of the impending absence within the time limit specified.

Absence in excess of three (3) days shall be requested on Personal Leave forms and shall be accompanied by a letter explaining use made of three (3) days already taken. This request shall be evaluated individually by the Supervisor for approval as absence with leave, but

compensation for Supervisory-approved absence with leave will be determined by the Board of Education on the basis of the merit of the individual case. Requests for this compensation must be filed on the day the employee returns to duty following the absence in question.

Absence for personal leave shall not be deducted from accumulated sick leave.

Absence for Personal Leave shall be for a maximum of three (3) days for each school year, shall be non-cumulative, and shall be allowed without salary deductions for the following reasons:

1. Family, blood relatives of the employee and spouse (e.g. - sickness, graduation, confirmation, ordination, other special school, college or church observances).
2. Business (e.g. - internal revenue, state income tax bureau, real estate, banking legal).
3. Funerals (outside of present allowable). This would cover the funeral of a neighbor or non- relative who is very close to the employee.

One of the three (3) personal days per year shall be granted without specified reason, but with the explicit understanding that it shall not be used for extending a holiday period or for recreational or social purposes.

#### Section 7 - Emergency Leave

A maximum of two (2) special Personal Leave days, in addition to those designated above, may be granted each year in order to meet emergency situations. This special Personal Leave shall be cumulative to a total of four (4) days, and the emergency must be identified in writing after return to school in order to qualify for leave under this category.

#### Section 8 - Other Leaves of Absences

Requests for Leaves of Absences shall be judged by the Board of Education on the basis of their individual merit. All requests for consideration of this type shall be in writing and the Board of Education shall decide the extent to which compensation will be granted for the period of the absence.

#### Section 9 - Absence Without Leave

Any absence from work for reasons other than those covered by the preceding paragraphs and which has not received prior Supervisory approval will be classified as "absence without leave". Absence without leave shall be sufficient cause to remove the employee from all Civil Servicerrights.

#### Section 10 - Reporting Absences

A Report of Absence and Salary Claim shall be filed on a standard, triplicate form as a matter of record by each employee for all absences in excess of one hour on any day.

As used herein, the term "Absence" refers to any situation in which the employee is not at work on the school premises during the stated period of the day for reasons other than assigned duties off the said school premises. This Report:

- A. must be filed with the respective Supervisor on the day the employee returns to duty. Failure to file this report will be sufficient reason to cancel any salary credit which might otherwise be due the employee for the period of absence.
- B. each employee who expects to be absent from duty must notify his Supervisor as early as possible. Failure of an employee to make the above mentioned notification at least one hour before the working day begins shall constitute a valid reason for canceling all claim to pay for that day unless a specific reason is given for the failure to make the said notification.

#### Section 11 - Physician's Certificate

Persons absent for more than five (5) consecutive school days for personal illness shall submit a Physician's Certificate to validate the absence and certify approval for the resumption of duties. The Physician's Certificate shall be attached to and made a part of the Report of Absence and Salary Claim unless this requirement cannot be met because of circumstances beyond the control of the employee. Circumstances of that type will warrant a temporary waiver of the requirement provided that an explanatory note, explaining the circumstances and indicating that the required certificate is forthcoming, is attached to and made a part of the Report of Absence and Salary Claim.

### **ARTICLE VIII**

#### **Leaves of Absence Without Pay**

##### **Section 1**

Leaves of absence may be granted for valid reasons at the discretion of the Board of Education for one year without pay.

### **ARTICLE IX**

#### **Wages and Salaries**

##### **Section 1**

##### **General Wage and Salary Information**

Base salary/wages for these calculations will be the prior year's hourly rate, for the job title in which the employee presently serves. This calculation will not include any prior year's overtime, shift differential or any other supplemental or additional adjustments.

- A. 1997-1998 School Year. Each returning unit member shall receive an increase in his/her basic hourly rate (maintenance/custodial/aides, assistants, and nurses) or rate of pay (clerical) of 3.5% over the basic hourly rate or rate of pay for the 1996-97 school year

In addition, each 11 and 12 month typist will receive an increase of ten cents (10¢) per hour.

1998-1999 School Year. Each returning unit member shall receive an increase in his/her basic hourly rate (maintenance/custodial/aides, assistants, and nurses) or rate of pay (clerical) of 3.475% over the basic hourly rate or rate of pay for the 1997-98 school year

In addition, each 11 and 12 month typist will receive an increase of fifteen cents (15¢) per hour.

1999-2000 School Year: Each returning unit member shall receive an increase in his/her basic hourly rate (maintenance/custodial/aides, assistants, and nurses) or rate of pay (clerical) of 3.5% over the basic hourly rate or rate of pay for the 1998-99 school year

**B. Hiring Rate: Custodial Worker I; Teacher Aide; Library Aide**

Effective July 1, 1997, any newly hired custodial worker I will be hired at a hourly rate of \$8.87 per hour and will be paid at the job rate of \$12.81 per hour after the completion of six (6) months of actual work time.

Effective July 1, 1997 any newly hired teacher aide or library aide will be hired at a rate of \$7.18 per hour and will be paid at the job rate of \$9.32 per hour after completion of six (6) months of actual work time.

**C. Typist I: Hired on or after July 1, 1997 shall be:**

Probationary (12 Mo. Employees):	\$18,200	\$9.33/hr
Job Rate (12 Mo. Employees):	\$19,267	\$9.88/hr

**Typist II: Hired on or after July 1, 1997 shall be:**

Probationary (12 Mo. Employees):	\$19,802	\$10.15/hr
Job Rate (12 Mo. Employees):	\$20,471	\$10.50/hr

**Section 2**

**Nurses**

- a. Nurses will report on all days that the teachers are required to report.
- b. Nurses will attend all school open houses.
- c. Nurses will receive pay, at their hourly rate for work performed after graduation day and up to Labor Day.
- d. Their annual salary will be paid equally over 21 pay periods.
- f. Basic salaries do not include payments for overtime, shift differential, or any other special payment.
- g. The above increases will be computed and added to the individual rates in 1997-98 school year and entered as Appendix A to this Agreement.

**Section 3**

The Custodial Worker I who has been appointed to coordinate the school day work in each of the elementary school buildings shall receive an additional payment of \$500.00 per year.

The Custodial Worker I who has been appointed to coordinate groundskeeping shall receive an additional payment of \$500.00 per year.

The member of the negotiating unit who has been appointed to act as the extra-curricular treasurer for extra duty activities at the Middle School shall receive an additional payment of \$750.00 per year, at the High School shall receive an additional payment of \$1,250.00 per year.

**Section 4**

**Overtime**

The District will pay time and one-half for all hours worked in excess of forty (40) hours per week.

### **Section 5**

Any employee who works on a holiday or paid non-work day shall receive pay at the rate of double time.

### **Section 6**

Any paid leave time will be considered as time worked for computing over-time.

### **Section 7**

#### **Medical Examinations**

Non-instructional personnel are required to have medical examinations at the time of employment and to file a progress report on the intervening years to indicate any health change. A time test will be required annually for all other employees, and the District shall assume the cost for the test.

If employees are required to have physical examinations, the District shall assume the full cost, providing the employee has the examination performed by any school physician designated by the District.

### **Section 8**

A.

#### **1. College Tuition**

The District will pay tuition for job related courses at Cayuga County Community College and other accredited schools. Tuition shall be paid for job related courses not to exceed three (3) credit hours per semester. Employees must present verification from instructor or college that the coursework was completed. Tuition will be paid upon satisfactory completion of the course by meeting the minimum passing requirements of the course at the institution at which it was earned. All courses are subject to prior approval of the Superintendent or his designee.

2. As an option to Section 8, A.1., with the advance approval of the Superintendent, the District would pay for college credit earned after July 1, 1997 in the following manner:

Upon presenting the District with proof of the successful completion of a block of 6 hours of college credit, the District agrees to provide additional compensation in the amount of \$250.

#### **B. Vocational Course Work**

If a full time unit employee desires to take a course of study in a vocational field within his/her area of appointment, the District will consider approving the tuition costs associated with such course of study in accordance with the following conditions:

1. The employee must seek advance approval for this course of study from the Superintendent or designee by a written application which should include:
2. The course of study must be a time outside of the regular working hours assigned to the employee.

3. The decision of the superintendent to approve or deny the request for a paid course is final and is not subject to the grievance procedure. Should the Superintendent approve the course of study the additional cost of such course of study must be approved by the Board of Education.
4. If the request meets all approvals, the cost of the tuition will be paid upon satisfactory completion of the course by meeting the minimum passing requirements of the course at the institution at which it was taken.

C. Registered Nurses

The District agrees to pay for the cost of CPR certification as far as books and the cost of the card and any tuition costs are concerned and each registered nurse in the unit agrees to remain CPR certified as long as each one is employed by the District.

**Section 9**

**Uniforms**

- (a) The District will provide coveralls to the grounds keepers and a uniform shirt and pants, to the maintenance mechanic.
- (b) The District will provide 3 sets of uniform shirts and pants per week to the Custodial staff commencing on July 1, 1990.

**ARTICLE X**  
**Working Hours**

**Section 1**

The normal work week shall be Monday through Friday.

**Section 2**

Period of Employment - Positions are classified as follows:

<u>Area</u>	<u>Normal Work Year</u>	<u>Normal Work Hours Per Week</u>
Custodial	12 Month	40
Office	12 Month	38 3/4

Starting with July 1, 1991, twelve (12) month office employees in the bargaining unit will normally work on an 11.5 month basis and normally work 38.75 hours per week.

Generally, all 12 month office employees will be scheduled for an unpaid leave of absence during the summer recess of ten (10) working days duration. These employees will be treated in all other respects as twelve (12) month employees, including vacations, holidays, and appropriate leaves.

At the District's discretion, and with one (1) month's notice, certain office employees may be required to work a longer work year. If so required, this employee(s) will be paid on the basis of one two-hundred fiftieth (1/250th) of the employee's salary.

This change in work schedule shall expire on June 30, 2000, unless the parties mutually agree to continue it. Upon expiration of this clause, should the District schedule these office employees for twelve (12) months of work, the District agrees to pay for this work on the basis of one two-hundred fiftieth (1/250th) of the employee's salary for each day in excess of 11.5 months of work.

### **Section 3**

#### **Office Personnel - Hours**

When school is not in session:

On all days when school is not in session the working day shall be 8:00 a.m. to 3:30 p.m. with 30 minutes for lunch.

### **Section 4**

The work day for custodial staff, "day shift" year round is 7:00 a.m. to 3:30 p.m. with a 30 minute unpaid lunch break.

### **Section 5**

#### **Emergency School Closings**

For twelve-month employees, the same rules for reporting to work apply on days when school is closed for emergency conditions as apply on regular working days. Ten (10) month employees are not subject to the provisions of this paragraph.

### **Section 6**

The Board of Education and the administration reserve the right to make assignments, reduce or increase the hours of work and otherwise take appropriate action to enable the District to operate efficiently and effectively.

### **Section 7**

#### **Work by Ten (10) Month Employees on Superintendent's Conference Day(s)**

The District will attempt to coordinate the times of staff development for members of the negotiating unit with staff development for faculty members.

The District recognizes that there are times when teacher aides may benefit from faculty staff development and the District will attempt to coordinate these programs. When the District schedules such staff development work, the teacher aides may be required to come to work as directed and will be paid for the time so worked.

For the 1998-99 school year, the District agrees to provide training during one (1) of the designated Superintendent conference day for teacher aides.

## **ARTICLE XI**

### **Holidays**

#### **Section 1**

The District agrees that there shall be fourteen (14) paid holidays and/or paid non-work days for all full-time twelve (12) month employees.

It is expected that the following days will be paid holidays or non-work days:



Independence Day  
Floating Holiday  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Day After Christmas  
(Floating Holiday)  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day

The actual days may be altered at the discretion of the Board of Education. The Union will be consulted prior to any alteration becoming final. (The actual dates for the 1997-98 school year are included as Appendix B to the Agreement).

## **Section 2**

Employees who work less than twelve months per year, shall, effective July 1, 1991 have four (4) holidays with pay: Thanksgiving, Christmas Day, New Year's Day and one to be assigned by the District.

# **ARTICLE XII**

## **Vacation**

### **Section 1**

#### **For Full-Time 12 Month Employees - Office and Maintenance**

1. Two weeks per year at the completion of each of the first five full school fiscal years of employment.
2. At the end of the:
  - 6th full school year - 12 days
  - 7th full school year - 13 days
  - 8th full school year - 14 days
  - 9th full school year - 15 days
  - 10th full school year - 16 days
  - 11th full school year - 17 days
  - 12th full school year - 18 days
  - 13th full school year - 19 days
  - 14th full school year - 20 days
3. Vacation accruing during the first school year of employment; for example, a person hired on or before January 15th, would be credited with 6 months service in that school year and would receive five days vacation after June 30th (at the end of that school year of employment).

## **Section 2**

All requests for vacation leave must be in writing prior to the time at which vacation is to be taken.

# **ARTICLE XIII**

## **Posting**

### **Section 1**

When a vacancy in the negotiating unit occurs, the District shall post and advertise the position in a conspicuous place in the District for a period of seven (7) days so that each employee may have an opportunity to apply for the position. The vacancy shall state job title, location of work, shift, and salary.

# **ARTICLE XIV**

## **Layoff and Recall**

### **Section 1**

All layoffs, reduction in force, job abolishment and recalls (except those employees with Civil Service competitive classifications) shall be according to classification and seniority. The least senior employee in the affected classification shall be the first to be laid off. Employees to be laid off may replace other employees in another classification providing they are qualified. Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law. Recalls shall be in reverse order to layoff.

### **Section 2**

Employees who are recalled from layoff shall be recalled in reverse order of layoff.

### **Section 3**

Employment rights of an employee who has been laid off shall terminate after two years. The employee will have no further rights.

### **Section 4**

Recalled employees who have been laid off for less than two (2) years shall have benefits which have accrued up to the time of layoff restored.

# **ARTICLE XV**

## **Seniority Preference For Non-Competitive and Labor Class Positions**

### **Section 1**

In filling vacant positions, the Board of Education will recognize seniority preference on a departmental basis and will adhere to it insofar as possible and with due preference for the best interests and welfare of the pupils and the school district.

The departments included in the negotiating unit shall include the following:

1. Custodial
2. Aides
3. Office Personnel
4. Nurses

## **Section 2**

Seniority shall accrue from the date of regular employment for each employee. For the purpose of Section 7, seniority begins with the date of appointment to a position within a department and ceases upon the date an employee vacates the position.

In the event that an employee experiences an involuntary reduction in hours to less than full time, the employee shall retain his/her seniority. In the case where an employee requests a reduction to less than full time, seniority shall be reduced by the amount of full time seniority.

## **Section 3**

If there exists a vacancy in the negotiating unit which the District desires to fill, a vacancy announcement shall be posted on the bulletin board.

If such a vacancy occurs during the summer recess, the vacancy announcement shall be posted on the bulletin board and five (5) copies of any such vacancy announcement shall be mailed to the unit President at the President's home address and to each ten (10) month employee at the employee's address on file with the District Office.

## **Section 4**

Employees desiring vacant positions may make application in writing within seven (7) days after vacancies are posted.

## **Section 5**

When a position becomes vacant, the employer reserves its "management rights" to change, eliminate, abolish or combine that position and then post it for bid, if not eliminated or abolished. This does not mean that positions may be changed only when vacant.

## **Section 6**

The District agrees that the awarding of a vacancy shall be made first in accordance with seniority within a department, then the vacancy will be awarded according to seniority within the negotiating unit providing the applicant has sufficient fitness and ability to fulfill the duties of the position. Fitness and ability to fulfill the position shall be decided in good faith by the employer.

## **Section 7**

The successful bidder cannot exercise his seniority rights in bidding for another position for a period of one (1) year.

## **Section 8**

The seniority roster will be revised and posted in August of each year and will be open to protest and correction for a period of thirty (30) days, and upon proof of error being presented by an employee, such error will be corrected.

# **ARTICLE XVI**

## **Retirement**

### **Section 1**

The School District shall provide eligible employees covered by this Agreement with the 1/50 (75I) plan of the New York State Employees Retirement System.

## **Section 2**

The School District shall provide to each eligible employees covered by this Agreement the following option under the retirement plan:

- a. 4l-j unused sick leave
- b. 60-b death benefit

## **ARTICLE XVII** **Health Insurance**

### **Section 1**

The School District agrees to provide health insurance coverage for eligible employees and dependents. The District shall have the right to select the health insurance program including a self-funded program as long as those benefits provided remain substantially equal.

### **Section 2**

The District shall pay 100% for individuals and 100% for dependents for employees in the negotiating unit prior to November 1, 1977.

### **Section 3**

Employees on June 30, 1984, who are working:

1. (a) a minimum of 30 hours per week, but less than 35 hours per week. The District shall contribute 75% of the individual premium and 75% of the dependents' premium.
- (b) 40 hours per week the District shall contribute 100% of the individual premium and 100% of the dependent's premium.
- (c) a minimum of 20 hours per week and who received health insurance benefits shall continue to receive health insurance benefits as follows. The District shall contribute 65% of the individual premium and 65% of the dependents' premium.
2. Employees working at least 35 hours per week, but less than 40 hours per week, and who work at least 10 months per year, the District will pay 100%, less one dollar, of the individual premium and 85% of the dependent premium. This applies to persons who were employed by the District on or before September 7, 1989.
3. Employees hired after September 7, 1989, who are regularly scheduled to work at least 35 hours per week, and at least 10 months per year will be eligible for Health Insurance benefits. The District will pay 100% percent of the employee's individual premium, less one dollar, and 80% of the employee's dependent premium.
4. a. Unit members are required to pre-notify the health insurance carrier or the health insurance administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Failure to pre-notify the appropriate administrator or carrier of a pending non-emergency hospital treatment or admission will result in a penalty of \$200 per occurrence.

- b. In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonegram, by telegram, or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member or his immediate family can notify the health care administration or health program carrier). The forty-eight hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification. Failure to provide the necessary notification will result in a penalty of \$75 per occurrence.
- c. To the extent practicable, the pre-notification requirement and the 48 hour emergency notification will be printed on the unit member's health insurance program card and distributed to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the 48 hour emergency notification will be effective on October 1, 1991 or otherwise as mutually agreed upon by the parties.

#### **Section 4**

Effective January 1, 1994, the major medical deductible shall be increased to \$100 for each eligible individual policy or plan and \$300 for each eligible family or dependent policy or plan.

#### **Section 5**

##### **Dental Insurance**

On and after November 21, 1997, if a unit employee is scheduled to work at least 20 and up to 35 hours per week on a regular basis, the District will pay 80% per school year for a dental program providing individual coverage.

If a unit employee is scheduled to work at least 35 hours per week on a regular basis, the District will pay 100% per school year for a dental program providing individual coverage.

The schedule of benefits for the dental program shall be equivalent to the schedule of benefits provided in the Blue Shield High Option Basic Dental Plan.

On or before December 1, 1997, a committee composed of one (1) member of the Union and one (1) member from the District shall meet to review the dental insurance schedule of benefits and the provider of such benefits. The committee shall recommend such changes to the schedule of benefits and the provider with the intent of this review to maintain the costs of any such plan within the current amount being contributed by the District. Thereafter, the committee may meet at least twice each year.

#### **Section 6**

##### **Insurance for Retiring Staff**

The District will provide employees who retire under this agreement, the following health insurance benefit continuations subject to these conditions:

1. If the retiree has worked for ten or more years: 55% of the individual and 40% of the dependent health insurance premium.

2. The retiree must have been a member of the District health insurance program for at least the 12 months preceding his/her retirement.

## **ARTICLE XVIII**

### **Personnel File**

#### **Section 1**

Upon reasonable notice, employees shall have the right to review their personnel file during working hours.

In any instance where an entry is made in an employees official personnel file with which the employee takes exception, the employee may submit a written statement on his/her behalf which shall become an attachment to the entry.

#### **Section 2**

All pre-employment materials, including references, medical records and legal documents with regard to individual employees which may contain information given in confidence to the District, are to be excluded from the employee's access and will be removed prior to the employee's review.

#### **Section 3**

An employee may respond in writing to any document which is to be placed in the personnel file by preparing same and filing same with the appropriate custodian of that personnel file. This written response is to be submitted no later than thirty (30) calendar days after the employee has reviewed the document. Once timely submitted, the written response shall become part of the employee's personnel file.

## **ARTICLE XIX**

### **Payroll Savings Plan**

A Payroll Savings Plan will be operated in cooperation with a bank approved by the Board of Education. The amount to be deducted under payroll deduction shall be determined by the Employee, and deposits shall be made directly to the bank. The amounts to be deducted shall be determined by the Employee on October 1 but not later than December 1, for the first semester and February 1 for the second semester, in the event a different rate of deduction is desired for the second semester.

## **ARTICLE XX**

### **Tax Sheltered Annuity**

Tax Sheltered Annuity will be purchased by the Board of Education in accordance with the provisions of Section 403 (B) of the Internal Revenue Code, and any amendment thereto; and subject to the further condition that elections to purchase the said annuities shall be filed by the employee on October 1 but not later than December 1, for the first semester and February 1 for the second semester.

## **ARTICLE XXI**

### **Miscellaneous**

#### **Section 1**

The School District shall assume the responsibility of printing this Agreement and copies shall be provided to all employees within the bargaining unit.

#### **Section 2**

This Agreement shall constitute the full and complete commitments of the District to the Skaneateles School District Unit, Onondaga Chapter, C.S.E.A., Inc. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XXII

### Section 1

Agreements Between Public Employers and Employee Organizations (Section 204-a, Civil Service Law).

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

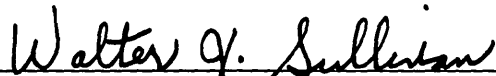
### Section 2

Except as otherwise provided, this agreement shall remain in effect from the date of ratification by both parties or July 1, 1997 whichever is later, through June 30, 2000.


### Section 3

At least ninety (90) calendar days prior to the expiration of this Agreement, the Association shall indicate in writing whether or not it chooses to seek re-negotiations of their agreement. The failure of the Association to adhere to this notification, because of extenuating factors, shall not constitute a waiver of the right to negotiate a successor agreement.

FOR THE DISTRICT:


  
Dr. Walter Sullivan, Superintendent  
Skaneateles Central School  
District

Dated: 2/23/98

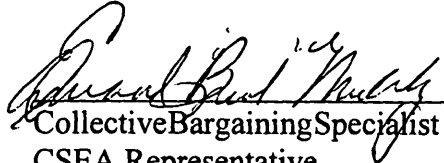
  
Dale Bates, District Clerk  
Skaneateles Central School District

Dated: 2/23/98

FOR THE UNION:

  
Tammy Dudden, President  
Skaneateles School District Unit,  
Onondaga Local, C.S.E.A., Inc.

Dated: 1-26-98

  
Edward Paul Murphy  
Collective Bargaining Specialist  
CSEA Representative

Dated: 2/23/98

A Resolution of the Board of Education of Skaneateles Central School District providing the necessary funds for this agreement was passed on November 25, 1997.



## **Regulation 4151.8**

The negotiated agreement between the Skaneateles School District and the Skaneateles School District Unit, Onondaga Local 834, C.S.E.A. Inc., Local 1000, AFSCME/AFL-CIO provides in Section 6, of Article VII, that "A maximum of two (2) special leave days, in addition to those designated above, may be granted each year in order to meet emergency situations. This special leave shall be cumulative to a total of four (4) days, and the emergency must be identified in writing after return to school in order to qualify for leave under this category."

During negotiations, prior to the new contract agreement, the school district attempted to include in the contract a definition and description of the proper use of emergency leave. At that time, it was agreed by the Association that the definition and the appropriate use of such leave should be determined by the school district and not through the negotiating process.

Therefore, for purposes of clarification and guidance, it should be understood by all administrators that emergency leave is mutually exclusive of all other leave provisions in the contract, and cannot be used in place of other leave provisions even though the number of days of leave allowed under other provisions might be exhausted. The emergency leave can be used only to cover absence due to circumstances which constitute an unforeseen situation occurring with such immediacy that a request for prior approval of absence cannot be submitted. Such leave should generally not exceed one day for each occurrence. If the situation or occurrence should extend beyond one day, leave commencing the second day may be allowed under the appropriate contract provision unless allowable days under that provision have already been exhausted, in which event, leave without pay may be provided at the discretion of the Superintendent of Schools.

November 31, 1981

# Appendix A

## Non-Instructional Personnel Salary Data Listing 1997-98

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Hourly Rate</u>
Doris Sorendo	Typist II*	22,350	11.92
Amidon, Nelda	Typist I	19,461	9.98
Brown, Michele (prorated to 10/24/97)	Typist I*	6,282.15-19,163	10.22
Collard, Barbara	Typist I*	18,638	9.94
Edmunds, Barbara	Typist I*	19,331	10.31
Jevis, Eileen (prorated to 8/22/97)	Typist I	3,725.98/ 18,638	9.94
Litterbrant, Wendy	Typist I*	19,163	10.22
LoBello, Carolyn (7/1-11/10) Prob.	Typist*		9.43/9.97
Alberici, Laurie	Teacher Aide - HS	6.5	9.32
Baker, Elizabeth	Teacher Aide - HS	6.5**	7.18
Bellows, Nancy	Library Aide - HS	7.0	9.32
Boden, Diane	Teacher Aide - HS	7.5	9.32
Ciccone, Connie	Teacher Aide - DIS	10.0 (wk)	9.32
Ducket, Karen	Teacher Aide - MS	6.0***	7.18
Dudden, Tammy	Audio-Visual Aide	7.5	15.62
Harmon, Jennifer	Teacher Aide - WTM	6.5****	7.18
Hill, Stephanie	Teacher Aide - HS	6.5	9.32
Hoffman, Cheryl	Teacher Aide - MS	6.5	9.32
Holbein, Shirley	Teacher Aide - WTM	6.0	9.32
Kucher, Sherry	Teacher Aide - SS	5.5	9.32
Leubner, Lisa	Teacher Aide - SS	6.5	9.32
McPeck, Vicki	Teacher Aide - WTM	6.5	9.32
Morgan, Jodi	Teacher Aide - SS	6.5	9.32
Murphy, Kathleen	Teacher Aide - WTM	6.5*****	9.32
O'Brien, Michelle	Teacher Aide - WTM	6.5	9.32
Parker, Betty	Teacher Aide - WTM	7.25	9.32
Parker, Kelly	Teacher Aide - WTM	6.5	9.32
Ponto, Crystal	Teacher Aide - MS	6.5**	7.18
Price, Karen	Teacher Aide - HS	3.0**	7.18
Sparrow, Kathleen	Teacher Aide - MS	7.25	9.32
Speech, Carol	Teacher Aide - MS	6.5	9.32
Stucker, Robin	Teacher Aide - HS	3.0**	7.18
Tank, Lois	Teacher Aide - SS	5.0	9.32
Walter, Joyce	Teacher Aide - SS	6.5	9.32
Wellington, Joan	Teacher Aide - WTM	7.0	9.32
Williams, Sharon	Teacher Aide - DIS	4.25	9.32
Ahlers, Janice	Nurse - WTM	7.5	16.28
Hutchinson, Polly	Nurse - SS	7.5	16.28
Lent, Sandra	Nurse - MS	7.5	16.28
Nichols, Sharon	Nurse - MS	7.5	16.28
Hudgins, Bernard	Custodial II	31,683	15.23
Albring, Edward	Cust Wrk I	26,652	12.81
Bettis, John	Cust Wrk I	26,652+500	13.05
Bettis, Kathryn	Cust Wrk I	26,652	12.81
Carroll, Alvin	Cust Wrk I	26,652	12.81
Miller, Douglas	Cust Wrk I	26,652	12.81
Faulkner, James	Cust Wrk I	26,652	12.81
Irvin, Sally	Cust Wrk I	26,652	12.81
Klimek, Ruth	Cust Wrk I	26,652	12.81
Lieber, James	Maintenance Worker	28,316	13.61
Mazur, Marlea	Cust Wrk I	26,652	12.81
MacLachlin, Howard	Maintenance Worker	28,316	13.61
Moore, Ron	Cust Wrk I	26,652+500	13.05
Rogalia, Joseph	Cust Wrk I	26,652	12.81
Smith, James	Cust Wrk I	26,652	12.81
Stebbins, Robert	Cust Wrk I*****	26,652+500	8.87
Stevens, Alan	Cust Wrk I	26,652	13.05
Waite, Marilyn	Cust Wrk I		
Fay, Richard	Cust Wrk I - MS	5.0	12.79
Kemblowski, Constance	Cust Wrk I - SS	3.5	12.79
LeFevre, Edward	Cust Wrk I - WTM	3.5	12.79
*	11.5 month employees		
**	Probationary appointment 9/1/97 - 3/2/98		
***	Probationary appointment 5/12/97 - 1/9/98		
****	Temporary appointment (K. Murphy)		
*****	On leave /1/97 - (Temporary position tchr sub)		
*****	Probationary appointment 8/4/97 - 2/3/98		
(12/17/97)			

Appendix B  
Skaneateles Central School  
1997-98 Non-Instructional Holidays

Independence Day	July 4	Friday
Floating Holiday	August 29	Friday
Labor Day	September 1	Monday
Columbus Day	October 13	Monday
Veterans Day	November 11	Tuesday
Thanksgiving Day	November 27	Thursday
Day After Thanksgiving	November 28	Friday
Christmas Day	December 25	Thursday
Day After Christmas ( <i>Floating Holiday</i> )	December 26	Friday
New Year's Day	January 1	Thursday
Martin Luther King Day	January 19	Monday
President's Day	February 16	Monday
Good Friday	April 10	Friday
Memorial Day	May 25	Monday

Letter of Clarification between the Skaneateles Central School District and  
CSEA, Inc.

July 13, 1993

With regard to Article X, Working Hours of the Agreement between the District and CSEA, Inc.; the District, upon reasonable notice of thirty (30) calendar days, may direct that when more than one custodial employee is on duty in a single building that the meal time can be scheduled so that one custodial employee is on duty at all times during the shift.

For the District:

Brent D. Cooley  
Labor Relations Specialist  
Cayuga-OnondagaBOCES

For the CSEA, Inc.:

Ron Smith  
Collective Bargaining Specialist  
CSEA, Inc.